OMB NO. 1105-0003

Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

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1. Name and address of registrant Barbour Griffith & Rogers, Inc. Tenth Floor 1275 Pennsylvania Ave., NW Washington, DC 20004	2. Registration No.	
3. Name of foreign principal	4. Principal address of foreign principal	
Embassy of Honduras	3007 Tilden Street, NW Suite 4M Washington, DC 20008	
5. Indicate whether your foreign principal is one of the following:	2 2	
☐ Foreign government	TOT NOV 27 PH : 40 F the following: Committee Voluntary group	
☐ Foreign political party	<u> </u>	
☐ Foreign or domestic organization: If either, check one of the following: ☐ Partnership ☐ Committee		
☐ Partnership	□ Committee	
□ Corporation	□ Voluntary group	
☐ Association	☐ Other (specify)	
☐ Individual-State nationality		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. Embassy of Honduras		
b) Name and title of official with whom registrant deals.		
7. If the foreign principal is a foreign political party, state:		
a) Principal address. N/A		
b) Name and title of official with whom registrant deals.	N/A	
c) Principal aim N/A		

If the foreign principal is not a foreign government or a foreign political party,	
a) State the nature of the business or activity of this foreign principal $_{ m N/A}$	
b) Is this foreign principal	
Supervised by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Owned by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Directed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Controlled by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Financed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes No 🗆
xplain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page	must be-used.)
N/A	CHANGE VALUE OF THE STATE OF TH
If the foreign principal is an organization and is not owned or controlled by a foreign government, for	oreign political party or
other foreign principal, state who owns and controls it.	
N/A	

Date of Exhibit A

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Name and Title Lanny Griffith, COO Signature Signature

U.S. Department of Ju Washington, DC 20530 Exhibit B OMB NO. 1105-0007 To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, an amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Barbour Griffith & Rogers, Inc.

2. Registration No.

3. Name of Foreign Principal

Embassy of Honduras

Check Appropriate Boxes:

4. ☑ The agreement between the registrant and the above-named foreign principal is a formal written contract box is checked, attach a copy of the contract to this exhibit.

5.

There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6.

The agreement or understanding between the registrant and the foreign principal is the result of neither a formative written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The nature and method of performance of the contract between the Registrant and foreign principal will include arranging meetings with Executive and Legislative Branch officials and advising the foreign principal on the interplay between the Executive and Legislative Branches in the formulation of U.S. policy with regard to Honduran domestic and foreign interests.

- 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
 - 1. Enhance U.S. Honduran commercial relations.
 - 2. Develop a better understanding among U.S. offficials of Honduran immigration issues.
 - 3. Build support for U.S. foreign assistance programs in Honduras.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(0) of the Act and in Yes Ø No □ the footnote below?

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

- 1. Arrange meetings between official Honduran delegations and policymakers in the Executive and Legislative branches.
- 2. Possible distribution of speeches and statements by Honduran government officials.

Date of Exhibit B

2002

Name and Title

Lanny Griffith, COO

Signature

ice any agency or official of the Government of Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging i he United States or any section of the public within the United States with reference to form policies, or relations of a government of n country or a foreign political party

BARBOUR GRIFFITH & ROGERS, INC.

September 5, 2002

Mr. Mario Canahuati Ambassador Honduras Embassy 3007 Tilden Street, NW Suite 4M Washington, D.C. 20008

Dear Ambassador Canahuati:

This letter will serve to confirm the agreement for representation and consulting services to be provided by Barbour Griffith & Rogers, Inc. (BG&R) to the Republic of Honduras, represented by the Embassy of Honduras in Washington, DC. (Honduras)

Scope of Work: There are a number of issues being considered by the US Executive and Legislative branches of government that affect bilateral relations between our two countries. BGR is ready to assist the Government of Honduras with all elements of its Legislative and Executive Branch agenda. Specific issues to be addressed will be communicated on a regular basis to BGR by Honduran government officials in Tegucigalpa and in Washington.

BG&R is a firm that has demonstrated loyalty and friendship towards Honduras, as well as a solid knowledge of the issues that interests us. We believe that the combination of our abilities and our friendship ensures that you will have a lobbying team that the Maduro Administration can trust. In the year ahead, some of the work (especially trade issues) will need to be coordinated with other Central American lobbyists. While we welcome the chance to be part of a larger effort, we believe that it is vital for Honduras to have its own team. A well pun lobbying program, coordinated through the Honduran Embassy in Washington, is likely to be an extremely cost-effective mechanism to help your government resolve difficult trade issues and increase the level of US financial support.

The BG&R Team: All resources of our firm will be available to you as we undertake our representation of Honduras. Haley Barbour and Keith Schuette will lead the BG&R team, and they will be assisted by Scott Barnhart and others as needed. Complete biographies of all our firm's professionals have been included for your review.

Fees & Expenses: BG&R and Honduras agree that the term of this agreement shall run for two years, beginning on August 1, 2002, and ending on July 31, 2004. In consideration for the work outlined in this agreement, Honduras agrees to pay BG&R US\$15,000 per month for the first six months of this agreement. At the end of this six-month period BG&R and Honduras will hold additional discussions to determine the monthly fee for the remaining 18 months of this agreement.

In addition, Honduras agrees to reimburse BG&R for ordinary and necessary out-of-pocket expenses, including items such as telecommunications services, printing, photocopying, local transportation and other incidental expenses. These ordinary expenses will be capped at the figure of US\$ 1,000 per month. BG&R will also be reimbursed for non-local transportation, meals and entertainment; however, these will be authorized by Honduras in advance.

<u>Invoices</u>: Professional fees will be invoiced in advance and are payable on the first day of each month for the coming month, while expenses will be invoiced for those incurred during the prior month. The first month's retainer for August 2002 is due and payable upon signing of this agreement.

<u>Confidentiality</u>: BG&R recognizes that in the course of our representation of Honduras we may become aware of information that your Government wishes to remain confidential. Our firm agrees to maintain that confidentiality and not disclose to any outside party the information either during the period of this contract or thereafter, to the extent permitted by law.

If this letter accurately states our agreement as to representation and fee structure, I ask that you sign on the indicated line to accept and execute this agreement. I have enclosed two signed originals. Please sign both and return one to me. By signing below the parties are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other.

We are looking forward to a productive relationship with the Embassy of Honduras in representing the Republic of Honduras.

Barbour Griffith & Rogers, Inc.

By: Why

Chief Operating Officer,

Date: 4.5-2002

Republic of Honduras

Mario Canahuati

Ambassador of Honduras

Washington, D.C.

Date: 09/18/2002

MISS/REGISTRATION